# EXHIBIT D

### LEHMAN BROTHERS LMA TRADE CONFIRMATION (PAR)

Date: 7th March 2008

1.0	DRIE IN WHISH IN ASSESSMENT MANAGEMENT		فيقت بيسورين				
We are Loan N	e pleased to confirm the following transaction, subject to Market Association ("LMA") as in effect on the Trade D	u the Standard To rate, which are in	oms and Conditions for Par Trade Transactions of the corporated in this Confirmation.				
Į.	Credit Agreement Petuijs:						
**	Vell Grown Pic						
	and the Continue of the Condit Agreement						
		· · · · · · · · · · · · · · · · · · ·					
	ARGIR DWING	Gav	erning Law: English				
	Date:	recmon dated 1	7th April) 2006				
	Facility Amount: As detailed in the cross ag						
2.	Trude linte: 7th Rehmunry 2008	10.	Transfer Costs:				
	A Comment of the Comm		Recordation and Transfer for of GBP 1,250				
3.	Settlement Date:   TD+10 or as soon as	i	Payable by				
,3.,	practicable		☐ Buyer				
	Principles		Buyer and Seiler in equal shares				
_	Seller: Lehman Commercial Paper Inc., UK		☐ Seller				
5.			N/A (participations)				
	Branch		Storen duties and other applicable transfer tuxes and				
	as 🔀 principal 🔲 agent for		my costs attributable to wanter of scrudty are:				
			50 payable by Suyer				
5.	Buyer: Banc of America Securities Limited		payable by other				
	us 🗵 principal 🗌 agent for		₩ NA (participations)				
		(	( All tats demonstrations				
6.	Details of Fraded Partions		Form of Purchase:				
	Name of Tranche/Pacifity:	ĮĮ,					
	Term B2		NAME OF TAXABLE PARTY O				
	Nature (Revolving, Term, Acceptances)		Agroement)				
	Guarantee/Letter of Credit, Other):		LMA Transfer Agreement				
	Term		☐ LMA Assignment ☐ LMA Funded Participation				
	Contractual Margin:		LIMA Funded Participation				
	Pinal Manurity: 29th October 2012		LMA Funded/Risk Participation				
	Traded Parties of Commission:		LMA Funded/Risk Participation LMA Risk Participation LMA Risk to Funded Participation Other [specify details]				
	- Amounti	•	LMA Risk to Funded Participation				
	- Antonia		Other (specify details)				
7.	Pricing		was a second to the second to				
	Name of Tranche/Facility Term		The transaction W will, will not be, disclosed to				
	Purchase Raici		the Bostower(s) by the Selier.				
	:	12.	Trussection Documentations				
8.	Accrued Interest:	* 44	To be prepared by:				
	Seciled without accrued interest		Sciler				
	paid on Sculement Dake		7				
	discounted from next roll-over date		☐ Buy#				
	□ N/A		man and man and a second distriction				
	i	13.	Credit Dommentation to be provided:				
9.	Break Costss		☐ Yes 🖾 No				
	as specified in Condition 12 of LMA Terms at	<b>×</b> d -					
	Conditions	14.	Promes Agents:				
	☐ None		Buyer: 🗷 No 🔲 Yes				
	Other (specify)		(details)				
	The second field and the second secon						
			Solier: 🖾 No 🔲 Yes				
	<b>;</b>		(details)				

September 2005

5.	Other	Terms of Trade		This transaction is subject to a satisfactory	
	Ø	This transaction is subject to the granting of any third party consents required under the terms of the Credit Agreement, or		review by the Buyer of the arrangements pursuant to which the interest of the Seller in the Traded Portion derives from the	
		otherwise by law.		lender of record (applicable only where the Setler is not a lender of record).	
		If any required consent is not obtained by the proposed Settlement Date (or such other		This transaction shall also be subject to the successful completion of the sale/parchase	
		dine as the parties may agree) each of the Buyer and the Sellor agrees to use all reasonable efforts (subject to the terms of		or participation by the fluyer/Solfer of the asset to be purchased/sold or participated	
	*	the Crodit Documentation) to settle this		percunder.	
		transaction as a: Funded Participation	⊠	This transaction is subject to componention	
		Risk Participation		for delayed seatlement and buy-in/sell-out damages.	
	므	Funded/Risk Participation			
	Ш	Risk to Funded Participation			
		This transaction is subject to a satisfactory			
		legal review by the Buyer of the sufficiency			
		of the Credit Documentation.			
	Please sign and return this letter to the attention of the contact person mentioned below no later than the close of husiness on 12 <sup>th</sup> March 2008 of the fax number or electronic mail address mentioned below. Please note that, in accordance with the LMA Standard Terms and Conditions for Par Trade Transactions, any disagreement with the terms set out above must be notified to us no facer than this time.				
	BUY	ER Bane of America Securities Limited VIII	SELLER Lob	man Commercial Paper Inc., UK Brunch	
	Conta	oct Person: 1 cre day 11 of	Contact Person		
	Fax	to: Lessing Had	Fax No:	+44 207 102 9826	
	Ľ-Me	<u>-</u>	E-Mail:	schorus iscons@ichnan.com +44 207 181 9826	
		e No:	Phone No:	AND 201 102 7020	
	By:	<b>Lestoy Malletta</b> Associani Mo: Preside a	By;	<i>(1)</i>	

Name:

Title:

Date:

Name:

Title:

Dates

#### LMA TRADE CONFIRMATION (PAR)

To: Banc of America Securities Limited

Attention:

Helmut Martin

Phone No.:

4402071745849

Fax No.:

4402071746423

Email:

helmut.martin@bankofamerica.com

From:

Lehman Commercial Paper Inc., UK Branch

Attention:

Denise Rosselli

Phone No.:

(212)526-1490

Fax No.:

(646) 758-4993

Email:

drossell@lehman.com

Date:

12 September 2008

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par Trade Transactions of the Loan Market Association ("LMA") as in effect on the Trade Date, which are incorporated in this Confirmation.

#### 1. Credit Agreement Details:

Borrower(s):

Telewest Communications Networks Limited

VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED

VMIH SUB LIMITED

Guarantor(s):

As per Credit Agreement

Agent Bank:

Deutsche Bank AG London Branch

Date:

03 March 2006 (as amended and restated)

Governing Law:

English

Facility Amount:

Security:

Yes

2. Trade Date:

02 September 2008

3. Settlement Date: 16 Sept. 08 - T + 10 or as soon as practicable of hersoise agreed between Buyer and Seller

4. Seller:

Lehman Commercial Paper Inc., UK

☑ Principal

Branch

5. Buyer:

Banc of America Securities Limited

2 Principal

LMA-Par-Trade Confirmation: September 2005

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6. Details of Traded Portion:

Tranche/Facility:

A Commitment

Nature:

Term

Contractual Margin:

Recurring Fees:

None

Final Maturity:

Traded Portion of Commitment:

7. Pricing:

Name of Tranche/Facility:

A Commitment

Purchase Rate:

Upfront Fee:

N/A

Traded Margin:

8. Accrued Interest:

Settled Without Accrued Interest

9. Break Costs:

as specified in Condition 12 of LMA Terms and Conditions

10. Transfer Costs:

Recordation and Transfer fee:

Recordation Fee is split and no more than one half.

Stamp duties and other applicable transfer taxes and any costs attributable to transfer of security are:

N/A

11. Form of Purchase:

Transfer Certificate from Credit Agreement

12. Transaction Documentation:

To be prepared by:

Buyer Seller (Cearpor

13. Credit Documentation

to be provided:

No

14. Process Agents:

Buyer: No

No

Seller:

15. Other Terms of Trade:

This transaction is subject to compensation for delayed settlement, from T+10, and buy-in/sell-out damages.

This transaction is subject to the granting of any third party consents required under the terms of the Credit Agreement, or otherwise by law.

This transaction is subject to a satisfactory legal review by the Buyer of the sufficiency of the Credit Documentation.

This transaction is subject to a satisfactory review by the Buyer of the arrangements pursuant to which the interest of the Seller in the Traded Portion derives from the lender of record (applicable only where the Seller is not a lender of record).

This transaction shall also be subject to the successful completion of the sale/purchase or participation by the Buyer/Seller of the asset to be purchased/sold or participated hereunder.

Please sign and return this letter to the attention of Harry Bamrah no later than the close of business 15 September 2008 by fax at 442074880619 or by email at harry.bamrah@fnis.com. Please note that, in accordance with the LMA Standard Terms and Conditions for Par Trade Transactions, any disagreement with the terms set out above must be notified to us no later than this time.

If you have any questions, please contact Harry Bamrah at 442074235622.

Lehman Commerciał Paper Inc., UK Branch	Banc of America Securities Limited
Ву:	By:
Name: Cindy Eng	Name: Holmut Martin

"

#### LMA TRADE CONFIRMATION (PAR)

To: Banc of America Securities Limited

Attention:

Helmut Martin

Phone No.:

4402071745849

Fax No.:

4402071746423

Email:

helmut.martin@bankofamerica.com

From:

Lehman Commercial Paper Inc., UK Branch

Attention: Phone No.: Denise Rosselli (212)526-1490

Fax No.:

(646) 758-4993

Emgii:

drosselk@lehman.com

Date:

12 September 2008

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Date:

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Governing Law:

English

Facility Amount:

Security

Yes

2. Trade Date:

02 September 2008

3. Settlement Date: 16 Sept. CX - T+ 10 or as soon as practicable of herwise Ogreen between Buyer and Select

4. Seller:

Lehman Commercial Paper Inc., UK

2 Principal

Branch

5. Buyer;

Banc of America Securities Limited

Principal

LMA-Per-Trade Confirmation: September 2005

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6. Details of Traded Portion:

Tranche/Facility:

A Commitment

Nature:

Term

Contractual Margin:

Recurring Fees:

None

Final Maturity:

60 months after the Merger Closing Date

Traded Portion of Commitment:

7. Pricing:

Name of Tranche/Facility:

A Commitment

Purchase Rate:

Upfront Fee:

N/A

Traded Margin,

8. Accrued Interest:

Settled Without Accrued Interest

9. Break Costs:

as specified in Condition 12 of LMA Terms and Conditions

10. Transfer Costs:

Recordation and Transfer fee:

Recordation Fee is split and no more than one half.

Stamp duties and other applicable transfer taxes and any costs attributable to transfer of security are:

No

No

N/A

11. Form of Purchase:

Transfer Certificate from Credit Agreement

12. Transaction Documentation:

To be prepared by:

Buyer Seller Mearpar

13. Credit Documentation

No

to be provided:

14. Process Agents:

Buyer:

Seller:

15. Other Terms of Trade:

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This transaction is subject to compensation for delayed settlement, from T+10, and buy-in/sell-out damages.

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This transaction is subject to a satisfactory legal review by the Buyer of the sufficiency of the Credit Documentation.

This transaction is subject to a satisfactory review by the Buyer of the arrangements pursuant to which the interest of the Seller in the Traded Portion derives from the lender of record (applicable only where the Seller is not a lender of record).

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	Fr.
Lehman Commercial Paper Inc., UK Branch	Banc of America Securities Limited
By:	By:
Name: Cindy Eng Title:	Name: Helmut Martin Title: Officer

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